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**State:** District of Columbia **Filing Company:** Allianz Global Risk US Insurance Company  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess  
**Product Name:** Commercial Umbrella  
**Project Name/Number:** Umbrella Named Perils Time Element Pollution Endorsement Form Revision/NWES0516

## Filing at a Glance

Company: Allianz Global Risk US Insurance Company  
Product Name: Commercial Umbrella  
State: District of Columbia  
TOI: 17.1 Other Liability-Occ Only  
Sub-TOI: 17.1020 Commercial Umbrella and Excess  
Filing Type: Form  
Date Submitted: 11/07/2016  
SERFF Tr Num: FFDC-130774471  
SERFF Status: Assigned  
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State Status:  
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Effective Date: 01/07/2017  
Requested (New):  
Effective Date: 01/07/2017  
Requested (Renewal):  
Author(s): Gloria Goldbranson, Candace Arterberry, Kellee da Roza, Angela Reziah  
Reviewer(s): Angela King (primary)  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

**State:** District of Columbia **Filing Company:** Allianz Global Risk US Insurance Company  
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## General Information

Project Name: Umbrella Named Perils Time Element Pollution Status of Filing in Domicile:  
Endorsement Form Revision  
Project Number: NWES0516 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/10/2016  
State Status Changed: Deemer Date:  
Created By: Candace Arterberry Submitted By: Candace Arterberry  
Corresponding Filing Tracking Number:

### Filing Description:

Allianz Global Risks US Insurance Company is proposing a revision to the Named Peril and Time Element Pollution Endorsement AGR-CU 4501(07-11) currently on file with your Department. The revision is needed to address the applicability of the Self Insured Retention provisions in the endorsement. The provision is amended to clearly indicate that any limits that are available for a loss from a Scheduled Underlying policy or "other insurance" may be applied to reduce the amount of the Self-Insured Retention. The 2011 edition did not specifically address that within the wording. The changes are made to mirror the exceptions to the pollution exclusions that are contained in the ISO CGL and Commercial Auto Liability policy wordings. This revision carries no rate or rule impact. A comparison document is provided indicating the revisions to the current edition.

We propose an effective date of January 7, 2017 for new and renewal business.

## Company and Contact

### Filing Contact Information

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### Filing Company Information

Allianz Global Risk US Insurance Company	CoCode: 35300	State of Domicile: Illinois
225 W. Washington St., Suite 1800	Group Code: 761	Company Type:
Chicago, IL 60606	Group Name: Allianz Insurance	Property/Casualty
(888) 466-7883 ext. [Phone]	Group	State ID Number:
	FEIN Number: 95-3187355	

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Allianz Global Risk US Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess		
<b>Product Name:</b>	Commercial Umbrella		
<b>Project Name/Number:</b>	Umbrella Named Perils Time Element Pollution Endorsement Form Revision/NWES0516		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Named Peril and Time Element Pollution Endorsement	AGRL-CU 4501	09-16	END	Replaced	Previous Filing Number:	PERR 127327747		AGRL-CU 4501 (09-16) NPTE 09.2016 (final).pdf
							Replaced Form Number:	AGR-CU 4501 (07-11)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**Policy Number:**

**Effective Date:**

## **NAMED PERIL AND TIME ELEMENT POLLUTION ENDORSEMENT**

### **1. Amended Pollution Exclusion**

Exclusion **N. Pollution** is replaced by the following:

This insurance does not apply to:

#### **N. Pollution**

1. "Bodily injury", "property damage" or "personal injury" arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere in the world;
2. Any loss, cost or expense arising out of any governmental direction or request that we, the "insured" or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or assess the effects of "pollutants"; or
3. Any loss, cost, or expense, including but not limited to costs of investigation or attorneys' fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants".

As used in this exclusion, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

### **2. Exceptions to the Pollution Exclusion**

Exclusion **N. Pollution** does not apply to:

- a. "Bodily injury", "property damage" or "personal injury" arising out of any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot and civil commotion, flood, earthquake, automatic sprinkler leakage or the collision or upset of a motor vehicle, railcar, an aircraft, or "mobile equipment"; or
- b. "Bodily injury" sustained within a building caused by smoke, fumes, vapor or soot produced by or originated from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air; or
- c. "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional "insured" with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "insured", other than that additional insured; or
- d. "Bodily injury" or "property damage" arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
  - (1) Arising out of the escape of fuels lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. However, this exception does not apply if

- the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "insured", contractor or subcontractor;
- (2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - e. "Bodily injury" or "property damage" sustained out of fuels, lubricants, fluids, exhaust gasses or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:
    - (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
    - (2) The "bodily injury", "property damage" or "personal injury" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c.; or
  - f. "Bodily injury", "property damage" or "personal injury" arising out of the "products-completed operations hazard"; or
  - g. Any discharge, dispersal, seepage, migration, release or escape of "pollutants" that meets all of the following conditions:
    - (1) It was accidental and neither expected nor intended by the "named insured". This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of "pollutants" was a result of an attempt by the "insured" to mitigate or avoid a situation where substantial third party "bodily injury", "property damage" or "personal injury" could occur; and
    - (2) It was demonstrable as having commenced on a specific date during the term of this policy; and
    - (3) Its commencement became known to the "named insured" within <insert number of days up to twenty (20)> calendar days and was further reported to the Risk Management Department within a reasonable time frame; and
    - (4) Its commencement was reported in writing to us within <insert number of days up to eighty (80)> calendar days of becoming known to the Risk Management Department; and
    - (5) Reasonable effort was expended by the "named insured" to terminate the situation as soon as conditions permitted.
  - h. However, nothing contained in this endorsement shall operate to provide any coverage with respect to:
    - (1) Any site or location principally used by the "insured", or by others on the "insured's" behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
    - (2) Any fines or penalties;
    - (3) Any clean up costs ordered by the Superfund Program, or any federal, state or local governmental authority. However, this specific exclusion d.(3) shall not serve to deny coverage for third party clean up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;
    - (4) Acid rain;
    - (5) Clean up, removal, containment, treatment, detoxification or neutralization of "pollutants" situated on premises the "insured" owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said "pollutants"; or

- (6) Subparagraph 2.c. for any liability, damage, "loss" cost or expense arising from water pollution caused by oil or its derivatives.

### 3. Amendment of Defense Obligation

- a. For the purposes of the insurance provided by this endorsement: Paragraph A. 1. b. of Section II – **Defense** does not apply.
- b. We have not duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal injury" that are covered by this endorsement but are not covered by any scheduled underlying insurance" until the Self-Insured Retention shown below is exhausted by payment of "loss". However, we will have the right to participate in the defense of the "insured" against any "suit" seeking such damages. If we exercise this right, we will do so at our own expense.

### 4. Amendment of Self-Insured Retention

For the purposes of the insurance provided by this endorsement, the Self Insured Retention shown in Item 3. D. of the Declarations is amended to \$ <insert SIR not less than 1,000,000>.

This Self-Insured Retention applies whether or not there is any available "scheduled underlying insurance" or "other insurance" applicable to the loss. If there is "scheduled underlying insurance" or "other insurance" applicable to a "loss", amounts received for payment of the "loss" may be applied to reduce or exhaust this Self-Insured Retention if such policies were purchased by the "named insured" to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such "scheduled underlying insurance" or "other insurance" for the payment of "defense expense" reduce the above Self-Insured Retention.

"Defense Expense" means a payment allocated to defend a specific "suit", including but not limited to:

- a. Attorneys' fees and all other investigation, loss adjusting and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or "suit";
- d. Pre-judgment interest awarded against the "insured"; and
- e. Interest that accrues after the entry of judgment.

All other terms and conditions remain unchanged.

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Allianz Global Risk US Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess		
<b>Product Name:</b>	Commercial Umbrella		
<b>Project Name/Number:</b>	Umbrella Named Perils Time Element Pollution Endorsement Form Revision/NWES0516		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Explanatory Memo
<b>Comments:</b>	
<b>Attachment(s):</b>	AGRUS - XS Forms Explanatory Memo - Named Perils Time Element Pollution Endorsement.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Comparison Copy
<b>Comments:</b>	
<b>Attachment(s):</b>	AGRL-CU 4501 (09-16) NPTE - Comparison.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>SERFF Tracking #:</b>	FFDC-130774471	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	NDCES0516
<b>State:</b>	District of Columbia			<b>Filing Company:</b>	Allianz Global Risk US Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess				
<b>Product Name:</b>	Commercial Umbrella				
<b>Project Name/Number:</b>	Umbrella Named Perils Time Element Pollution Endorsement Form Revision/NWES0516				

**Allianz Global Risks US Insurance Company**

**High Excess Liability Filing**

**FORMS FILING MEMORANDUM**

**Umbrella Named Perils Time Element Pollution Endorsement Form Revision.**

We are submitting, for your Department's review and approval, an endorsement for use with our High Excess Liability Program. This form will be used in conjunction with coverage form AGR-XS 2002- High Excess Liability - previously filed and approved in your state.

Allianz Global Risks US Insurance Company is proposing a revision to the Named Peril and Time Element Pollution Endorsement, AGR-CU 4501(07-11), currently on file with your Department. The revision is needed to address the applicability of the Self Insured Retention provisions in the endorsement. The provision is amended to clearly indicate that any limits that are available for a loss from a Scheduled Underlying policy or "other insurance" may be applied to reduce the amount of the Self-Insured Retention. The 2011 edition did not specifically address that within the wording. The changes are made to mirror the exceptions to the pollution exclusions that are contained in the ISO CGL and Commercial Auto Liability policy wordings.

A comparison document is provided indicating the revisions to the current edition.

There is no rate impact associated with this endorsement or change any underwriting rules.

We are requesting an effective date of January 07, 2017 for both new and renewal business.

Policy Number:

Effective Date:

## NAMED PERIL AND TIME ELEMENT POLLUTION ENDORSEMENT

### 1. Amended Pollution Exclusion

Exclusion **N. Pollution** is replaced by the following:

This insurance does not apply to:

#### N. Pollution

1. "Bodily injury", "property damage" or "personal injury" arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere in the world;
2. Any loss, cost or expense arising out of any governmental direction or request that we, the "insured" or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or assess the effects of "pollutants"; or
3. Any loss, cost, or expense, including but not limited to costs of investigation or attorneys' fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants".

As used in this exclusion, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

### 2. Exceptions to the Pollution Exclusion

Exclusion **N. Pollution** does not apply to:

- a. "Bodily injury", "property damage" or "personal injury" arising out of any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot and civil commotion, flood, earthquake, automatic sprinkler leakage or the collision or upset of a motor vehicle, railcar, an aircraft, or "mobile equipment"; or
- b. "Bodily injury" sustained within a building caused by smoke, fumes, vapor or soot produced by or originated from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air; or
- c. "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional "insured" with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "insured", other than that additional insured; or
- d. "Bodily injury" or "property damage" arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

- (1) Arising out of the escape of fuels lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating

fluids escape from a vehicle part designed to hold, store or receive them. However, this exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "insured", contractor or subcontractor;

- (2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- e. "Bodily injury" or "property damage" sustained out of fuels, lubricants, fluids, exhaust gasses or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:
  - (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
  - (2) The "bodily injury", "property damage" or "personal injury" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c.; or
- f. "Bodily injury", "property damage" or "personal injury" arising out of the "products-completed operations hazard"; or
- g. Any discharge, dispersal, seepage, migration, release or escape of "pollutants" that meets all of the following conditions:
  - (1) It was accidental and neither expected nor intended by the "named insured". This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of "pollutants" was a result of an attempt by the "insured" to mitigate or avoid a situation where substantial third party "bodily injury", "property damage" or "personal injury" could occur; and
  - (2) It was demonstrable as having commenced on a specific date during the term of this policy; and
  - (3) Its commencement became known to the "named insured" within <insert number of days up to twenty (20)> calendar days and was further reported to the Risk Management Department within a reasonable time frame; and
  - (4) Its commencement was reported in writing to us within <insert number of days up to eighty (80)> calendar days of becoming known to the Risk Management Department; and
  - (5) Reasonable effort was expended by the "named insured" to terminate the situation as soon as conditions permitted.
- h. However, nothing contained in this endorsement shall operate to provide any coverage with respect to:
  - (1) Any site or location principally used by the "insured", or by others on the "insured's" behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
  - (2) Any fines or penalties;
  - (3) Any clean up costs ordered by the Superfund Program, or any federal, state or local governmental authority. However, this specific exclusion d.(3) shall not serve to deny coverage for third party clean up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;
  - (4) Acid rain;

- (5) Clean up, removal, containment, treatment, detoxification or neutralization of “pollutants” situated on premises the “insured” owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said “pollutants”; or
- (6) Subparagraph 2.c. for any liability, damage, “loss” cost or expense arising from water pollution caused by oil or its derivatives.

### 3. Amendment of Defense Obligation

For the purposes of the insurance provided by this endorsement:

- a. Paragraph A. 1. b. of Section II – **Defense** does not apply.
- b. We have not duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal injury” that are covered by this endorsement but are not covered by any scheduled underlying insurance” until the Self-Insured Retention shown below is exhausted by payment of “loss”. However, we will have the right to participate in the defense of the “insured” against any “suit” seeking such damages. If we exercise this right, we will do so at our own expense.

### 4. Amendment of Self-Insured Retention

For the purposes of the insurance provided by this endorsement, the Self Insured Retention shown in Item 3. D. of the Declarations is amended to \$ <insert SIR not less than 1,000,000>.

This Self-Insured Retention applies whether or not there is any available “scheduled underlying insurance” or “other insurance” applicable to the loss. If there is “scheduled underlying insurance” or “other insurance” applicable to a “loss”, amounts received for payment of the “loss” may be applied to reduce or exhaust this Self-Insured Retention if such policies were purchased by the “named insured” to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such “scheduled underlying insurance” or “other insurance” for the payment of “defense expense” reduce the above Self-Insured Retention.

“Defense Expense” means a payment allocated to defend a specific “suit”, including but not limited to:

- a. Attorneys’ fees and all other investigation, loss adjusting and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or “suit”;
- d. Pre-judgment interest awarded against the “insured”; and
- e. Interest that accrues after the entry of judgment.

All other terms and conditions remain unchanged.